

THIS AGREEMENT, made and entered into by and between the STATE OF ARIZONA acting by and through its State Highway Department, as party of the first part, and PINAL COUNTY, as party of the second part.

RECITALS:

For the safety and protection of the traveling public, it is necessary and desirable that certain improvements be made on the State Highway System in Pinal County. These improvements shall include, but not be limited to, the installation and maintenance of traffic signals and highway lighting at the intersection of US 60 at Vinyard Road.

WHEREAS, the parties hereto for their mutual benefit desire to cooperate in the operation and maintenance of the said improvements in the manner hereinafter stated, and

WHEREAS, it is the desire of the parties hereto to proceed with and set out in writing their understandings and agreements pursuant to which the said improvements shall be made and subsequently operated, maintained and replaced.

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the County agrees:

1. To pay the State of Arizona the amount of fifty percent (50%) of the contract price for contract work which includes but is not restricted to, underground raceways, pole and cabinet foundations, temporary curbs and pullboxes designated on Project F-022-3-980, which plans are made a part hereof.

2. To pay the State of Arizona the amount of \$750 which is considered to be the County's share of the construction engineering cost.

3. To provide each year sufficient funds necessary for the following items:

(f) To pay electrical energy charges.

(g) To pay installation charges for telephone circuit used in the signal interconnect circuit, (when so utilized).

5. To furnish replacements for damaged or defective materials and apparatus, and to furnish additional material or apparatus as may be required, based upon and supported by future traffic studies.

6. To operate and maintain the traffic signal controller and housing unless the State requests the County to assume this responsibility and the County, by written notice, concurs.

ARTICLE III

1. IN CONSIDERATION of these premises, it is mutually agreed: the State is bound by this agreement to furnish certain materials and apparatus as hereinbefore stated, and the County shall indemnify, save harmless, and defend the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said County or on account or in consequence of any neglect in safe-guarding the work; or through use of unacceptable materials furnished by it in constructing the work; or because of any act or omission, neglect or misconduct of any employee of said County in accomplishing the work.

2. This contract shall remain in force and effect until such time as either party hereto notifies the other of its intent to no longer be bound by the agreements and provisions hereto contained. Such notification shall be by registered mail and the contract shall be of no force and effect thirty (30) days subsequent to the receipt of such notice. It is further understood and agreed that all work required to be done under this contract in excess of funds now appropriated and budgeted for this purpose shall not be done nor any obligation incurred therefore until such time as additional funds are appropriated and budgeted. In the event funds are not appropriated by either party for continuance of the terms set forth herein, the party not budgeting additional funds shall notify the other party within thirty (30) days of the expiration of the currently budgeted funds so that appropriate arrangements may be made for the proper continuance of the work, and no

right of action or damages shall accrue to the benefit of the parties hereto as to that portion of the contract that may so become null and void.

3. The obligations undertaken by the respective parties hereto are of such a nature that they are annually included within a portion of each respective party's budget, and therefore there need not be a separate budget established to finance those expenditures set out in this agreement.

4. It is understood by both parties hereto that upon the termination of this agreement for any cause whatsoever, all properties which are the subject matter of this agreement are declared to be property of the Arizona Highway Department.

5. Any disposal of properties subject to this agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

ARTICLE IV

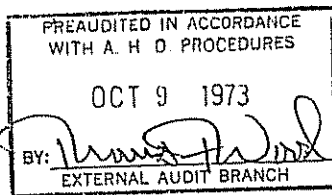
If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this agreement are severable.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures, PINAL COUNTY on the 1st day of October, 1973 and the STATE OF ARIZONA, acting by and through its State Highway Department on the 11th day of October, 1973.

STATE OF ARIZONA

WM. N. PRICE
State Highway Engineer

John H. Jones
Assistant General
Counsel for Arizona Highway
Department



Barry L. Chadwick
A. L. CHADWICK
Chief Deputy State Engineer

PINAL COUNTY

W. H. [Signature]
SUPERVISOR - CHAIRMAN

John [Signature]
SUPERVISOR - MEMBER

SUPERVISOR - MEMBER

Attest:

Marion [Signature]
County Clerk